

Fremont Co.

PPME #2003 (Roads)

7/1/2004 6/30/2007

LABOR AGREEMENT

BETWEEN

FREMONT COUNTY, IOWA
SECONDARY ROADS DEPARTMENT

AND

PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES

LOCAL NO 2003

EFFECTIVE

July 1, 2004 to June 30, 2007

COPY

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2004, by and between the FREMONT COUNTY, IOWA SECONDARY ROADS DEPARTMENT, hereinafter referred to as the "Employer", and the PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES and its LOCAL NO. 2003, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all County Secondary Roads Department employees, including all employees of the Fremont County Secondary Roads Department with the following job classification: Engineering Technician, Purchasing Agent, Sign Technician, Operator, Heavy Equipment Operator, Laborer, Mechanic, Patrol Operator, Truck Driver, Truck/Trailer Driver, Leadperson, as set forth in the Iowa Public Employment Relations Board Order of Certification No. 5819, dated March 27, 1998, which excluded all employees of the Fremont County Secondary Roads Department with the following job classification: County Engineer, Assistant Engineer, Foreman, Administrative Assistant, and all those excluded by Section 4 of the Act.

ARTICLE 2 MANAGEMENT RIGHTS

By tradition and by law, certain powers, duties and rights are reserved exclusively to management and are not included within the scope of negotiable subjects. The Iowa Public Employment Relations Act reserved for management the right to : direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reason; determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public employer, initiate, prepare, certify and administer its budget, exercise all powers and duties granted to the public employer by law.

ARTICLE 3 SAVINGS

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 4 SENIORITY

Seniority means an employee's length of continuous full-time service with the employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period of ninety (90) days. Said probationary period may be extended upon mutual agreement between the employee and the employer. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted, laid off for any reason during their probationary period without recourse to the grievance procedure. Probationary employees shall be entitled to paid holidays, but shall not be entitled to any other benefits as defined in this Article.

Temporary, part-time and summer employees, those working one hundred twenty (120) workdays or less, shall not accumulate seniority nor shall they be entitled to any holiday, vacation, insurance benefits, or payments of other fringe benefits.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. An employee absent from work for three (3) consecutive days without notification to the employer.
4. Employee is terminated.
5. Falsification on employment application.
6. Employee is laid off and fails to report to work within three (3) days after having been recalled.
7. Failure to report to work at the end of leave of absence.
8. An employee is absent from work for any reason for over twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter. This section shall not apply to absences from work as a result of a work-related injury.

An employee on leave of absence for personal reasons does not accumulate seniority.

The seniority list shall be revised to reflect the employee's status each year.

If vacancy occurs or a new job is created in the bargaining unit other than a temporary vacancy or job, or if a vacancy or new job is anticipated by the employer, then the employer shall post such job for a period of five (5) working days, during which time employees may apply for the job. The application shall be in writing and submitted to the County Engineer's Office.

In making the selection, the employer shall consider the applicant's qualification and seniority. Seniority shall govern if the employee applicant is qualified for the job, the employer reserves the right to select a person from outside the unit.

It is the right of the employer to determine when a job is vacant and when it will be filled.

An employee temporarily transferred for five (5) days or more or permanently transferred to a higher job classification will be paid the higher hourly rate of their new job classification; and if transferred to a lower job classification temporarily, will receive their current hourly rate.

Seniority shall continue to accumulate so long as the employee is employed by the Employer.

ARTICLE 5 LAYOFFS

When the work force is to be reduced, the employee with the least job classification seniority in the job classification affected shall be the first removed. The employee removed can then replace the employee with the least seniority in any equal or lower job classification, if he/she is qualified to perform the work. On recall from layoffs, employees will return to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility to keep the employer informed of their current address and phone number.

ARTICLE 6 GENERAL

Reserved.

ARTICLE 7 HEALTH AND SAFETY

Protective clothing such as hard hats and goggles shall be provided by the employer. The employee shall be liable for said equipment and shall replace said equipment if lost or damaged, except in performance of duties. Upon separation from employment, the employee will return the hard hat and goggles to the employer. Safety is a mutual concern of the employer and the employee. The employees, in the course of performing duties, shall be alert to unsafe practices, equipment or conditions, and shall report any unsafe practices, equipment or conditions to their immediate supervisor.

No employee shall be required to operate any equipment which could cause possible accidents; work under unsafe conditions; or be required to operate any vehicle on public roads which could cause possible fines or arrest by a law enforcement officer.

Upon discovering a discrepancy, the individual will report it immediately to the proper authorities as follows:

- a. The individual discovering the discrepancy shall first report it to his/her foreman and get the foreman's approval to take further action.
- b. The individual will then report the discrepancy to the shop foreman, or mechanic if the shop foreman is not available.
- c. If the individual making the initial report feels the appropriate action is not being taken, he/she may have the authority to ask the County Engineer to make a decision on the matter. The discrepancy should be thoroughly discussed in the presence of the individual, Shop Forman, and Mechanic when the aid of the County Engineer is requested.
- d. As last resort, and only as a last resort, the individual may then take this matter to Bargaining Board if he/she feels he/she is being forced into a risk situation concerning the above mentioned working conditions. The Bargaining Board will thoroughly investigate the individual's complaint and upon majority vote of approval by Collective Bargaining Board members will take matters to the Board of Supervisors for the final decision.

ARTICLE 8 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours work per day or days of work per week. Determination of daily and weekly hours shall be made by the employer. The work week starts at 12:01 AM on Monday and ends at 12:00 midnight the following Sunday.

The normal work hours shall be eight (8) hours per day beginning at 7:00 AM and ending at 3:30 PM

The employer shall provide five (5) working days notice to employees for any change in the permanent working schedule.

During the normal day, the employer will grant a one-half (1/2) hour unpaid lunch period, scheduled from 12:00 noon to 12:30 PM; a fifteen (15) minute rest period form 9:45 AM to 10:00 AM; and one fifteen (15) minute rest period from 2:45 PM to 3:00 PM. The aforementioned prescribed times and arrangements for lunch and rest periods may vary. These times may be changed at the discretion of the employer.

All hours worked in excess of the regular eight (8) hour workday shall be compensated as follows:

- a. Time and one-half (1-1/2) pay for each hour worked over eight (8) hours, or

b. One hour and one-half (1-1/2) time off for each additional hour worked over the regular eight (8) hour work day. If the individual elects time off for overtime hours worked, the following guide lines shall apply:

1) Each individual has the option, at the end of each pay period (every two (2) weeks), to choose pay or time off for overtime hours worked. This option shall remain in force throughout the year.

2) The maximum overtime hours that may be accumulated for time to be taken off shall not exceed a total of sixty (60) hours off--(forty (40) working hours). An individual may choose to take all or part of his/her overtime hours as time off any time he/she so desires, as long as the proper notice has been given to the employer. Once an individual uses all or part of these overtime hours for time off, he/she may again accumulate overtime hours for time off with pay to the maximum of sixty (60) hours any time throughout the year.

All compensated time except sick leave will count as time worked for the purpose of computing overtime.

Point of origin is where the employee is regularly assigned. An employee told on short notice to change point of origin will travel on county time and if requested to drive personal vehicle, shall be paid mileage allowance by the state for the Department of Transportation of Iowa.

ARTICLE 9 LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after completing their probationary period.

Sick Leave

A regular full-time employee who has completed one hundred and twenty (120) days of continuous service will be credited with five (5) days of paid such leave. Thereafter such leave will be earned at the rate of one and one-half (1-1/2) days per month and accumulate up to a maximum of one hundred twenty (120) days. Sick leave will be paid only when the employee is unable to work due to a personal illness or injury.

A doctor's certification must be supplied by the employee if absent three (3) days from the job because of illness. Upon termination of employment (resignation with a minimum of two (2) week notice or retirement), all eligible employees shall be paid for one-third (1/3) of their accumulated sick leave possessed at the date of termination. The employee will receive pay for no more than a maximum of thirty (30) days.

In lieu of receiving the aforementioned payment, an employee who retires from County service may convert up to 1/3rd of his/her accumulated sick leave not to exceed thirty five (35) days to a lump sum dollar figure to be used for the purchase of insurance benefits during retirement. The lump sum

dollar figure is calculated by multiplying an employee's hourly rate of pay by one third (1/3) of the number of accumulated sick leave hours.

A regular full-time employee who has completed on hundred twenty (120) days of continuous service will be credited with eight (8) days for wellness bank for each year, commencing July 1, 1992. For each day of paid sick leave used by the employee, after the second such sick day or commencing on the third day, two days will be subtracted from his wellness bank days, provided, however, that no days will be subtracted for paid sick leave days used by the employee as a result of an on-the-job injury. Employees shall be paid for all remaining wellness bank days in the last pay period in June of each year.

Unpaid Sick Leave

An employee whose personal illness as certified by a duly qualified physician extends beyond the expiration of this accumulated sick leave may be granted a leave of absence without pay by the employer for the duration of the illness, not to exceed on hundred twenty (120) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between employer and employee. Request for such leave shall be made in writing to the County Engineer and a copy filed with the Union Office and Board of Supervisors. An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement, vacation, sick leave, or seniority during the period of such leave, except as otherwise provided by the state law.

Premiums for insurance normally paid by the employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage.

If the employee does not return to work upon the expiration of his/her leave of absence, he/she shall be terminated.

Upon return from leave of absence, the employee shall return to his/her former job if physically qualified, or to another position in accordance with seniority, qualification and ability, as determined by the employer.

Funeral Leave

Family; includes mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, or daughter-in-law of the employee.

Immediate family: includes mother, father, spouse, son, daughter, brother, sister, or stepchild or the employee.

In the case of the death of a person in the immediate family, an employee may be allowed time off with pay, not to exceed four (4) working days. Additional days for necessary travel for out-of-town funerals will be worked out between the employee and the County Engineer. In case of the death of a person in the family, an employee may be allowed time off with pay, not to exceed two(2) working days. In the case of death of the employee's aunt or uncle, an employee may be allowed time off with pay, not to exceed one (1) working day.

An employee who is to act as pallbearer may be allowed time off with pay as follows:

1. In county, up to two (2) hours prior and up to four (4) hours after the funeral service.
- 2.. Out of county, not to exceed one (1) workday.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa, 1975

The employer recognizes an employee's re-employment rights in accordance with Universal Military Training and Service Act.

Jury Duty

A employee required to serve as juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the employer. When released from duty during working hours, the employee will report to work within two (2) hours.

ARTICLE 10 HOLIDAYS

Regular full-time employees, and probationary employees, but not seasonal, temporary and part-time employees are eligible for the following paid holidays: New Year's Day, Memorial Day, Forth of July, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, and four (4) floating holidays scheduled mutually between the employee and the employer. In addition to the twelve (12) holidays, the employees shall receive Friday afternoon of Rodeo Week off.

The regular full-time employees and probationary employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1-1/2) for all hours worked, plus the paid holiday at said straight time rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

An employee on layoff or leave of absence is not eligible for holiday pay.

ARTICLE 11 VACATION

Regular full-time employees who have completed one (1) full year of service will be eligible for five (5) working days vacation. After:

two-----(2) full years, ten (10) working days
three-----(3) full years, eleven (11) working days
five-----(5) full years, twelve (12) working days
seven-----(7) full years, thirteen (13) working days
nine-----(9) full years, fourteen (14) working days
ten----- (10) full years, fifteen (15) working days

twelve-----(12) full years, sixteen (16) working days
fourteen---(14) full years, seventeen (17) working days
sixteen-----(16) full years, eighteen (18) working days
eighteen---(18) full years, nineteen (19) working days
twenty-----(20) full years, twenty (20) working days

Employees may carry over up to ten (10) days of their unused vacation days for 60 days into the next anniversary year. Any carryover not used at the end of sixty (60) days will be forfeited unless otherwise extended by the Engineer.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation. The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. The County Engineer may require the rescheduling of vacation. Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An employee shall submit a request for vacation prior to the requested time off. The request shall be presented to the immediate supervisor. If at all possible, a two (2) week notice will be given to the employer as to the dates the employee will be absent. During the first anniversary year of employment, an employee is not eligible to earn pro rate vacation time and pay. During subsequent anniversary employment years, a regular full time employee can earn pro rata vacation time and pay based upon straight time hours worked.

Upon termination of employment, an employee with at least one (1) year seniority shall be paid for all his/her accrued vacation.

ARTICLE 12 GRIEVANCE PROCEDURE

Any dispute which may arise between the employer and an employee regarding a violation, misapplication, or misinterpretation of a specific provision of this Agreement shall be adjusted in accordance with the following procedure. For purposes of this Article, all references to the employee, the grievant, Union Steward and the parties shall be understood to include and incorporate by reference the Employee Organization.

Step 1.

An employee and/ or the Union Steward shall discuss a complaint or problem orally with their immediate supervisor or his designated representative within five (5) workdays following its occurrence in effort to resolve the problem in an informal manner.

Step 2.

If the employer's answer is Step 1 fails to resolve the grievance, the aggrieved employee and/or the Union Steward shall refer the grievance in writing to the County Engineer within five (5) days of the Step 1 answer. A meeting shall be held between the grievant and the County Engineer or his designated representative within five (5) workdays after receipt of the

grievance and the County Engineer shall answer the grievance in writing within five (5) working days after the meeting.

Step 3.

If the Employee's answer in Step 2 fails to resolve the grievance, the aggrieved employee and/or Union Steward shall refer the grievance, in writing, to the Chairperson of the Board of Supervisors within five (5) work days of receipt of the Step 2 answer. Within ten (10) work days of receipt of the grievance, the Chair will answer the grievance in writing.

Step 4.

If the grievance is still unsettled, the grievant and/or the Union Steward may, within fifteen (15) calendar days after the reply of the Board of Supervisors, by written notice to the Board of Supervisors, request arbitration.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure.

Within six (6) workdays of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven (7) arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 13
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction to the official designated by the Union in writing to receive such deductions. The Union will notify the employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken or not taken by the employer under the provisions of this Article.

ARTICLE 14
LONGEVITY

Fremont County shall provide a longevity plan to all Secondary Road Department employees as follows:

- a. Employees shall receive four (4) days per year, accumulating up to twenty (20) years in service.
- b. After five (5) years of service, an employee shall receive one (1) day of his accumulated four (4) days pay, paid once each year.
- c. After ten (10) years of service, an employee shall receive two (2) days of his accumulated four (4) days pay, paid once each year.
- d. After fifteen (15) years of service, an employee shall receive three (3) days of his accumulated four (4) days pay, paid once each year.
- e. After twenty (20) years of service, an employee shall receive four (4) days per year, paid once each year.
- f. Employees shall receive benefits after ten (10) years of service upon termination of employment.
- g. Employees shall receive benefits after five (5) years of service in the case of death, or the forced termination due to injury or the act of God.
- h. Employees may only receive benefits one (1) time.

ARTICLE 15
WAGE RATES

Reference is made to Exhibit A, Job Classifications and Pay Schedules, which are a part of this Agreement.

ARTICLE 16
INSURANCE

The employer shall provide ten thousand (\$10,000) dollars life insurance to each eligible regular full-time employee.

The employer agrees to pay 100% of the single premium for each eligible regular full-time employee for Health and Major Medical and dental group program.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s).

The employer retains the right to select the insurance carrier or to self-insure (subject to Iowa Code regulations); however, the benefits level shall remain substantially the same or better than the present benefits levels.

Sharing of medical expenses will be as follows. Reimbursement will be based on when expenses are actually incurred (date service was received).

Effective July 1, 2004

Single The Employer shall pay up to six hundred dollars (\$600) of medical expenses after the employee has paid one hundred fifty dollars (\$150) of medical expenses.

Family The Employer shall pay up to one thousand two hundred dollars (\$1200) of medical expenses after the employee has paid three hundred dollars (\$300) of medical expenses.

Effective July 1, 2005

Single The Employer shall pay up to five hundred dollars (\$500) of medical expenses after the employee has paid two hundred fifty dollars (\$250) of medical expenses.

Family The Employer shall pay up to one thousand dollars (\$1000) of medical expenses after the employee has paid five hundred dollars (\$500) of medical expenses.

Effective July 1, 2006

Single The Employer shall pay up to three hundred dollars (\$300) of medical expenses after the employee has paid four hundred fifty dollars (\$450) of medical expenses.

Family The Employer shall pay up to six hundred dollars (\$600) of medical expenses after the employee has paid nine hundred dollars (\$900) of medical expenses.

The employer shall pay fifty percent of the dependent coverage premium for health, major medical and dental insurance and the employee shall pay the other fifty percent.

The dependent coverage premium is the family coverage premium less the single coverage premium. For example, the county and employee share of the dependent health insurance premium is calculated as follows: Family premium minus single premium = dependent premium. Half (1/2) of dependent premium = employee share.

ARTICLE 17
EYE EXAMINATION

Every two (2) years, the employer will pay the cost of an eye examination and prescription safety glasses.

ARTICLE 18
FEDERAL COMMERCIAL DRIVERS LICENSE

1. The employer shall pay one-half (1/2) of the Federal Commercial Drivers License cost.
2. The employer shall provide the appropriate vehicle for the examination.

ARTICLE 19
ENTIRE AGREEMENT

This Labor Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties.

ARTICLE 20
DURATION

THIS AGREEMENT shall remain in full force and effect from July 1, 2004 to June 30, 2007.

Signed this 29 day of July, 2004.

FREMONT COUNTY
BOARD OF SUPERVISORS

BY Daniel R. Davis
County Engineer

BY Keith Dickey
Chairman, Board of Supervisors

BY Renee Von Borken
Employer representative

SECONDARY ROAD DEPARTMENT
BARGAINING UNIT

By Garry Moores
Employee representative

By Mike Bohannon
Employee representative

By Jacques Lick
Business representative

EXHIBIT A

Job Classifications	<u>7-1-04</u>	<u>7-1-05</u>	<u>7-1-06</u>
Laborer	\$13.11	\$13.51	\$13.91
Operator	\$13.87	\$14.27	\$14.67
Truck Driver	\$13.87	\$14.27	\$14.67
Truck/Trailer Driver	\$14.00	\$14.40	\$14.80
Patrol Operator	\$14.00	\$14.40	\$14.80
Mechanic	\$14.06	\$14.46	\$14.86
Heavy Equip. Operator	\$14.06	\$14.46	\$14.86
Engineering Tech. No. 1	\$14.67	\$15.07	\$15.47
Sign Technician	\$14.67	\$15.07	\$15.47
Purchasing Agent	\$14.93	\$15.33	\$15.73
Leadperson	\$14.31	\$14.71	\$15.11